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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 TERI K. SAHM,

11 Plaintiff,

12 v.

13 ONSLOW BAY FINANCIAL LLC, *et*
14 *al.*,

15 Defendants.
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Case No. C19-02090-RSM

ORDER OF DISMISSAL

17 This matter comes before the Court *sua sponte* and on the Court's prior Order to Show
18 Cause, Dkt. #9. *Pro se* Plaintiff, Teri Sahm, has been granted leave to proceed *in forma pauperis*
19 in this matter. Dkt. #3. The Complaint was posted on the docket on December 31, 2019. Dkt.
20 #4.
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22 Plaintiff brings this action against at least 133 defendants on a variety of federal statutes,
23 including but not limited to the Racketeer Influenced and Corrupt Organizations Act, the Fair
24 Debt Collection Act, the Lanham Act, various admiralty and maritime statutes, the False Claims
25 Act, and the Geneva Conventions. Dkt. #4. Plaintiff claims that Defendants "are attempting to
26 steal the Property and Assets using Deed Theft" through a "Mortgage" and seeks immediate
27 release of any and all claims and liens against her house and property. *Id.* at 27-28. She also
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1 requests “the total amount of money that has been paid out of the Cestui Que Vie Estate Trust”
2 for her house and property plus \$30,000 for each occurrence of copyright infringement on his
3 name(s). *Id.* Plaintiff claims that Defendants attempted to steal the “Property” and “Assets”
4 using a “so-called ‘Mortgage’ via servicing and pooling agreements” and claims there is no valid
5 contract in place and no “wet-ink signature of the original note” because “some PERSON
6 destroyed the note along the way.” *Id.* at 27. The complaint also alleges “[c]ontinual tampering
7 with the so-called ‘deed’ and so-called ‘note’” and “semantic deceit and CORPORATE name
8 changes.” Likewise, it generally alleges violation of copyright and “ignoring relevant
9 information and responding with boiler plate responses” without explanation. *Id.* Plaintiff also
10 alleges fraud related to a notary signature and constructive fraud.
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13 On February 14, 2020, this Court issued an Order to Show Cause. Dkt. #9. The Court
14 indicated that the Complaint fails to support its claims with specific facts presented in a clear and
15 understandable manner and contains allegations that are difficult to follow with unconnected
16 facts and vague accusations. Specifically, the Complaint lists at least thirteen federal statutes
17 without providing separate causes of action or connecting the above facts coherently to the cited
18 statutes allegedly violated. *See* Dkt. #4 at 26. The Court noted “[i]t is likewise unclear how
19 many of the 133 named defendants are involved in the alleged violations giving rise to Plaintiff’s
20 claims” and “how the facts as presented in this case could constitute violations of the federal
21 statutes listed.” Dkt. #9 at 2. The Court ordered Plaintiff to respond with “a short and plain
22 statement telling the Court (1) the separate causes of action upon which [her] claims are based,
23 (2) how Defendants violated each of those laws causing harm to Plaintiff, and (3) why this case
24 should not be dismissed without prejudice.” *Id.* at 3. The Court warned that Plaintiff’s Complaint
25 suffers from deficiencies that, if not adequately addressed, would require dismissal. *Id.* (citing
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1 28 U.S.C. § 1915(e)(2)(B)). In response to Plaintiff's Motion to Extend Deadlines, Dkt. #10, the
2 Court extended Plaintiff's deadline to respond to on or before March 6, 2020. Dkt. #12 at 2.

3 The Court has received Plaintiff's Response, Dkt. #14, and the praecipe with Plaintiff's
4 signature, Dkt. #15. The Response is difficult to follow and does not provide satisfactory answers
5 to these questions. Rather than explain the separate causes of action upon which her claims are
6 based and connecting the facts coherently to the alleged violations, Plaintiff provides a vague
7 and conclusory argument for why the "securitization process," in general, is illegal and
8 fraudulent. Regarding her claims under the Racketeer Influenced and Corrupt Organizations Act
9 ("RICO"), she argues that securitization "causes specific violations of R.I.C.O." because
10 fraudulent transactions underlying the securitization process serve as "predicate acts." Dkt. #15
11 at 1. Similarly, she argues that securitization violates usury, antitrust and bankruptcy laws
12 because it creates "market integration, syndicate collusion, price formation, vertical foreclosure,
13 foreclosure for profit, tying, price-fixing, predatory pricing, and the rigging of allocations." *Id.*
14 These vague, conclusory allegations fail to explain how specific actions by Defendants amount
15 to violations of any of the cited laws that caused harm to Plaintiff. It is likewise unclear to the
16 Court how any of the Defendants can be charged by Plaintiff for generalized violations of
17 antitrust and bankruptcy law.
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19 The remainder of Plaintiff's Response is similarly conclusory and vague as to violations
20 related to the mortgage on Plaintiff's homestead. She claims that "it is a criminal offense to say
21 that the SEC has approved the security." *Id.* at 2 (emphasis omitted). She also alleges "blatant
22 deceit, fraud" on account of the trusts are "no longer a publicly traded security trust" because it
23 "went dark or private." *Id.* at 2. Similarly, she alleges "ongoing tampering" with copies of a
24 "Note or Deed" on the basis that some copies of the referenced note contain an allonge and others
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1 do not, and no “valid and true original wet ink actual document” exists. *Id.* at 2. She also alleges
2 that the “so-called ‘Notes’ and ‘Deeds’ and ‘Assignments’ are all fraudulent because they are
3 offering these services as a ‘Mortgage’ or ‘home loan’ or ‘home equity loan’, when in fact it is .
4 . . a future lease purchase tenancy agreement.” *Id.* She likewise claims that the private
5 corporations of the Government are “part of the fraud and deceit” related to the trusts and
6 “unlawful securitization of our homes and land” because the note is “securitized and sold to the
7 highest bidder.” *Id.* at 5. Plaintiff also challenges the general legality of the foreclosure process,
8 arguing that if a borrower stops making payments on “this illegal and void contract,” then the
9 foreclosure process starts. *Id.* Finally, she claims that “[e]ach CORPORATION has received a
10 valid payment receipt, but all have chosen to ignore, despite the fact that my credit report shows
11 that the debt has been paid” since she submitted “all the so-called ‘mortgages’ to be offset through
12 the Sign In America Debt Relief Program for Americans.” *Id.* at 6. Again, none of these
13 statements connect specific actions by Defendants to violations of any of the cited laws that
14 caused harm to Plaintiff. The Court also notes Plaintiff has not met the heightened pleading
15 standard for fraud under Federal Rule of Civil Procedure 9(b). Even if Plaintiff could plead
16 extortion or fraud, the Court lacks subject matter jurisdiction without an applicable federal
17 statute.
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21 Plaintiff’s Response lists one of the Defendants by name—Onslow Bay Financial, LLC
22 (“Onslow Bay”)—but again only provides general, conclusory allegations as to the purported
23 violations. She alleges that Onslow Bay has engaged in “stacking” and “creating their own Trusts
24 as of 2018” in addition to sending her a large volume of mail and issuing “boiler plate responses”
25 in violation of the Fair Debt Collection Practice [Act], the Truth In Lending Act, and constituting
26 constructive fraud and mail fraud. *Id.* at 3-4. It is unclear to the Court how the facts involving
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1 Plaintiff as presented in this case, such as purchasing Plaintiff's mortgage loan and sending her
2 large volumes of mail with "boiler plate" language, could constitute violations of federal law,
3 extortion or fraud.

4 Finally, Plaintiff explains that her copyright claim arises from Defendants' use of the
5 name "Teri K Sahm" that amounts to "a gross breach of trust and semantic deceit." *Id.* at 4.
6 Plaintiff's allegations are difficult to follow, but she explains that providing a birth certificate
7 upon birth "is a scam that is perpetrated by conscripted hospital staff" who force mothers to sign
8 a birth certificate and register the baby's name. *Id.* at 4. She states that her "true name (trade
9 name) is Teri Kealoha Harris" and is "a fictional entity that has been used by the MUNICIPAL
10 STATE." *Id.* at 4. She also references a "Dead Baby Scam" and describes the purpose of the
11 activity as linked to the United States' bankruptcy in 1933 under President Franklin D. Roosevelt
12 and that the government acts as a for-profit corporation. *Id.* at 5. None of these statements
13 provide a coherent basis for violation of federal copyright law.

14 The Court has reviewed the Complaint, Plaintiff's Response, and the remainder of the
15 record and finds that Plaintiff has failed to adequately respond to the Court's Order to Show
16 Cause. Given all of this, dismissal is warranted. *See* 28 U.S.C. § 1915(e)(2)(B). Accordingly,
17 the Court hereby finds and ORDERS:
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- 19 1) Plaintiff's claims are DISMISSED.
20 2) This matter is CLOSED.

21 DATED this 9 day of March 2020.

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27 RICARDO S. MARTINEZ
28 CHIEF UNITED STATES DISTRICT JUDGE